



KEVIN SHEA
EXECUTIVE DIRECTOR

CITY OF TAUNTON OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

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Contractors Requirements:

The Rehabilitation Programs managed through this office will require that all contractors (including Deleading Contractors) have an active Massachusetts Construction Supervisors License, an active US EPS/MA DOS RRP Certification (or MA RRP Certification) and demonstrate that their firm and at least one on-site manager is in compliance with EPA Regulation 40 CFR Part 745; in order to bid on any projects.

Deleading Contractors may obtain the Restricted CSL 'Windows / Siding' for work involving the repair or replacement of windows or siding. However, an Unrestricted CSL will be required by any contractor employing a sub-contractor for any portion of the project.

Further, any sub-contractor employed for the purpose of repairing or replacing windows, siding or roofing must have the proper Restricted CSL and RRP certification as a minimum requirement to be approved for the project.

For requirements or to obtain a Construction Supervisors License or RRP certifications please contact the State of Massachusetts Board of Building Regulations or visit: www.mass.gov.

The *CONTRACTOR* shall furnish the City with a copy of a Liability Insurance Policy with limits of **\$1,000,000/\$2,000,000** and a copy of property damage insurance policy with the limits of **\$2,000,000** to protect the *OWNER*, and any subcontractor against claims for injury or damage which may occur or result from work performed pursuant to this Agreement. The City of Taunton must be named in the policy as an insured party.

The *CONTRACTOR* shall furnish the *OWNER and OECD* with a certificate of Worker's Compensation for his employees and those of his subcontractors. When only subcontractors are used, the *CONTRACTOR* shall furnish evidence that he filed a Worker's Compensation Waiver.

The *CONTRACTOR* shall not, without the written consent of the *OWNER*, assign all or any part of this *AGREEMENT* or any monies due or to become due to him hereunder. Any request for such consent shall be addressed to the *OWNER* at the *OECD*. Subcontractors shall be fully bound by the terms and conditions of this *AGREEMENT* insofar as they apply to their work, provided, however, that no subcontractor shall relieve the *CONTRACTOR* from full responsibility by any agreement which the *CONTRACTOR* may make with others.

The *CONTRACTOR* agrees that all work performed hereunder shall be performed in a good and workmanlike manner, that materials used shall be new, in good condition, and of the best quality called for by the *WORK WRITE UP*, and shall be subject to no lease, conditional sales contract, security interest, or other encumbrances and that all amounts which may become due for labor, materials or equipment shall be promptly paid when due. The *CONTRACTOR* shall be responsible for checking and verifying all measurements, and shall submit any required drawings, with promptness so as to cause no delay in his own work or in that of any other *CONTRACTOR*. If delays do occur other than weather or from delays of material, liquidated damages can be assessed for a sum of One Hundred Fifty Dollars (\$150.00) per day for the amount of days as over the contract completion date.

The *CONTRACTOR* acknowledges that these projects are being conducted under the terms and agreements stated in the *OWNER / CONTRACTOR* agreement. Further that strict time constraints may be in effect and completion of the work scope in those time frames is strictly enforced.

Payments may be requested for work completed only. No "up-front" payments will be approved. Ten percent (10%) retainage will be withheld from each progress payment. Retainage withheld from progress payments will be included in the *CONTRACTOR'S* final payment. *OECD* must be in receipt of all pertinent project information including the *CONTRACTORS* Release of Liens, warranties and other items, prior to the Release of Final Payment. Progress payments are typically made in a time frame of 30 days from the time of approved submission. Copies of building or trade permits must be presented prior to or with any request for payment for such work.

The CITY reserves the right to make payment to the CONTRACTOR in the event that the OWNER is, in the opinion of the City, unreasonably withholding payment from the CONTRACTOR.

As always, should you have any questions please do not hesitate to contact our office.